

NOT INCLUDED IN  
BOUND VOLUMES

RKE  
Southfield, MI

UNITED STATES OF AMERICA

BEFORE THE NATIONAL LABOR RELATIONS BOARD

AT&T SERVICES, INC.

and

Case 07-CA-228413

VERONICA ROLADER

ORDER GRANTING MOTION TO INTERVENE AND DENYING MOTION TO REMAND  
AND REOPEN THE RECORD<sup>1</sup>

The Motion to Intervene of Communication Workers of America, AFL-CIO/CLC (CWA) is granted. Accordingly, the brief submitted by CWA has been accepted by the Board for its consideration. To the extent they have not already done so, any party desiring to respond to CWA's brief may do so. Such responsive briefs are due in Washington, D.C. by close of business on December 4, 2020. Any reply briefs are due December 11, 2020. Should the CWA desire to respond to any other party's brief, such responsive briefs are due December 28, 2020. Any reply briefs are due January 4, 2021.

The Motion to Remand and Reopen the Record is denied. CWA has not identified any basis under Section 102.48(c)(1) of the Board's Rules and Regulations warranting reconsideration of the Board's July 28, 2020 Order Approving Stipulation, Granting Motion, and Transferring Proceeding to the Board or reopening of the record. Primarily, CWA asserts the parties are not permitted to stipulate to certain facts contained in the stipulated record approved and made a part of the record by the July 28 Order. Yet CWA does not assert the stipulations are false, and its motion to intervene is premised on several of those stipulated facts being true, including that CWA is the exclusive collective-bargaining representative of the unit employees and a signatory to the relevant collective-bargaining agreement. Nor does the CWA describe any additional evidence that it would adduce if the Board reopened the record.

CWA has also failed to show that it has been prejudiced by any of the stipulations to which the parties have agreed. The parties have stipulated to the existence of a collective-bargaining agreement between the Respondent and the CWA, and that Exhibit 2 to the parties' joint motion to transfer the case to the Board is an authentic copy of that agreement. CWA does not dispute the authenticity of this document or object to the parties having stipulated to it. Indeed, CWA's motion to intervene is based, in part, on its being a party to that very agreement. Any

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<sup>1</sup> The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

determination that any provision of the agreement is unlawful and must be rescinded would be based on the provisions of the agreement on their face. CWA's interest in this matter is thus fully protected by its right, as an intervenor, to argue that the disputed provisions are lawful. The stipulation also provides that the Respondent deducted union dues from the Charging Party's wages pursuant, in part, to a dues-checkoff authorization form maintained by the CWA. This stipulation may affect the Respondent's liability in this proceeding, but it can have no effect on CWA's liability because CWA is not a respondent potentially subject to a remedial order in this proceeding, and the stipulation is not binding in any other proceeding.

In light of the foregoing, we find that CWA has not demonstrated extraordinary circumstances warranting remand to an administrative law judge for a reopening of the record.

Dated, Washington, D.C., November 20, 2020.

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John F. Ring,	Chairman
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Marvin E. Kaplan,	Member
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William J. Emanuel,	Member
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(SEAL)

NATIONAL LABOR RELATIONS BOARD